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CALIFORNIA CREAM
PINEAPPLE, EDAM,
McLAREN'S IMPERIAL
in glass jars
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CAMMENBERT
FROMAGE de BRIE
FROMAGE de HOLLAND
FROMAGE de ROQUE-
FORT
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SAP SAGO (green)
PARMASAN (grated)
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Pick out your favorite and order from May's. Entirely new assortment.

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W. W. Wright Co., Ltd.

have opened a horse-shoeing department in connection with their carriage shop, etc. Having secured the services of a first-class shoer, they are prepared to do all work in a first-class manner.



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To get out of the film all there is in it in the developing and printing is our specialty.

We do the work with the greatest speed and at the lowest prices. Ask to see the developing machine.

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If you cannot play a piano with your hands you can with your feet. The Angelus will help you. Call and see it at

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Alexander Young Building Store.

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Panama Hats
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Fine new line of gent's clothing and finishing goods.
Hotel St., near Bethel.

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Everything New and First Class.
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REMOVAL NOTICE.

The TOWNSEND UNDERTAKING CO. and HONOLULU MUTUAL BURIAL ASSN. have moved next door to the more commodious quarters formerly occupied by Pacific Vehicle & Supply Co. Roomy office and parlors are nicely and comfortably arranged.

Y. MAN SING
1117 NUUANU STREET.
FASHIONABLE DRESS-MAKER

LADIES' UNDERWEAR.
Made to order. Sewing guaranteed. If the stitches break I will repair without extra charge.

CELEBRATED CASE ENDS

Mrs. Wilcox Loses Her Suit Against Berrey.

In the case of Theresa O. Wilcox vs. Q. H. Berrey, damages for malicious prosecution of a civil suit, a unanimous opinion of the Supreme Court, written by Justice Hartwell, decides as follows:

"The exception to the denial of the motion to dismiss the complaint is sustained, the verdict is set aside and judgment for the defendant non obstante is ordered, and the cause is remanded to the Circuit Court for that purpose."

C. W. Ashford appeared for plaintiff; T. McCants Stewart for defendant. The verdict for Mrs. Wilcox thus set aside was peculiar in the addition of a clause that cleared the defendant from malicious intent, the verdict reading:

"We the jury in the above entitled cause find for the plaintiff and against the defendant in the sum of \$159.60 damages, but we do not think that the defendant had any malicious intent."

Judge De Bolt, who tried the case, refused to set aside the verdict on account of the opinion of the jury regarding intent, although in other cases afterward that incident led him to caution juries against adding comments to their verdicts. In one instance he mentioned this case, saying he might be overruled by the Supreme Court for giving judgment on such a verdict. Yet the opinion of the Supreme Court leaves that question untouched, finding other reasons for upsetting the verdict.

A brief statement of the case is as follows: On March 17, 1889, the Hawaiian News Co. brought action in the Honolulu District Court against Theresa O. Wilcox on her promissory note for \$90, in payment for a piano, and obtained judgment in the sum of \$102.10, but the note was kept by the company. Mrs. Wilcox afterward made payments aggregating \$45 to the company on account of the judgment, but no entry was made on the record though each payment was endorsed upon the note. On April 12, 1901, defendant Berrey, acting as agent for the Hawaiian News Co., took from plaintiff's husband, R. W. Wilcox, his demand note for \$156.20 in settlement of the judgment balance and a debt of Wilcox's own to the Hawaiian News Co. Berrey obtained a judgment on this note for \$176.60 on May 10, 1901, in the Honolulu District Court.

On September 13, 1901, Berrey procured from the Hawaiian News Co. an assignment to himself of the judgment first mentioned, against Mrs. Wilcox alone, and on December 10, 1901, assigned that judgment to one Middleditch. As has been seen already this judgment had been paid and satisfied—partly by Mrs. Wilcox's instalments and the rest by her husband's note. Still Middleditch obtained a judgment on that judgment, in the sum of \$135.93, which on appeal was affirmed by the Circuit Court and an execution thereon was levied upon Mrs. Wilcox's property.

Mrs. Wilcox afterward brought suit for malicious prosecution against Berrey, claiming damages of \$300, on the ground that the defendant's acts had resulted in making the plaintiff liable to pay the assigned judgment a second time, and that his acts were done "with malice and without probable cause and with intent to oppress and persecute this plaintiff through the forms of law."

In its opinion the Supreme Court sustains the defendant in holding that a motion to dismiss the complaint, where an appeal was from the sustaining of a demurrer in the District Court on identical grounds, amounts to a demurrer in the Circuit Court on the trial of the appeal there.

A second finding is that the complaint in this case discloses no cause of action against the defendant if he had brought the suit on judgment himself.

In the third place the court holds that "an action for malicious prosecution of a civil suit imperatively requires a termination of the suit in favor of the defendant." This is on the principle that "there must be an end to litigation," which might never be if a defendant losing a case could turn round and sue the plaintiff for malicious prosecution. In conclusion it is held:

"That this was neither an action for malicious prosecution of a civil suit, the suit having terminated in favor of its plaintiff; nor an action for malicious abuse of process, there having been no unlawful or unauthorized use of process; and that the complaint sets forth no actionable wrong."

The following passage from the body of the decision tacitly suggests that Mrs. Wilcox was wronged in the business, if her case was truly stated, while intimating that she has not taken the proper course to obtain redress: "Upon the averments in this complaint this plaintiff had a perfectly good defense in law, if it was true in fact, to the suit which the defendant brought against her. A purchaser of a judgment which has been paid, although without notice of the payment, is not immune from the defense of payment. He is not like a bona fide purchaser for value or a purchaser of negotiable paper not overdue. The plaintiff's remedy for failure to make good her defense of payment, whether in fact or in law, is not by an action for malicious prosecution or for abuse of process."

MANDATE COMES FROM FEDERAL SUPREME COURT

The first mandate ever received by the Supreme Court of the Territory of Hawaii from the Supreme Court of the United States of America was filed in the office of the clerk of the Judiciary yesterday. Being an initial document of its class it takes on historic interest, and therefore is here given in full. It is upon the proprietary fisheries test case, Samuel M. Damon being plaintiff, and is as follows:

United States of America, ss:
The President of the United States of America,

To the Honorable the Judges of the [Crt. Supreme Court of the Territory of Hawaii],

Greeting:
Whereas, lately in the Supreme Court of the Territory of Hawaii before you or some of you, in a cause between Samuel M. Damon, plaintiff, and The Territory of Hawaii, defendant, wherein the judgment of the said Supreme Court, entered in said cause on the 1st day of December, A. D. 1902, is in the following words, viz:

"This cause came on to be heard at the October term, 1902, of this court before the Honorable C. A. Galbraith, associate justice of this court, and the Honorable John T. De Bolt, first judge of the circuit court for the first circuit, sitting in the place of the Honorable W. F. Frear, chief justice of this court, disqualified by interest, and the Honorable W. J. Robinson, third judge of the circuit court for the first circuit, sitting in place of the Honorable Antonio Perry, associate justice of this court, disqualified by interest, on the plaintiff's bill of exceptions to rulings of the circuit judge presiding at the special July term, 1902, of the circuit court for the first judicial circuit, Territory of Hawaii, and was argued by counsel for plaintiff and defendant."

"It is considered by the court and it is now ordered and adjudged that the decision of said presiding circuit judge granting a non-suit in said cause be and the same is hereby confirmed and the exceptions taken by the plaintiff as set out in said bill of exceptions are disallowed with costs."

By the court.
[Seal.]
(Signed) GEORGE LUCAS, Clerk."

As by the inspection of the transcript of the record of the said Supreme Court, which was brought into the SUPREME COURT OF THE UNITED STATES by virtue of a writ of error, agreeably to the act of Congress, in such case made and provided, fully and at large appears.

And whereas, in the present term of October, in the year of our Lord one thousand nine hundred and three, the said cause came on to be heard before the said SUPREME COURT, on the said transcript of record, and was argued by counsel:

On consideration whereof, It is now here ordered and adjudged by this Court that the judgment of the said Supreme Court in this cause be, and the same is hereby, reversed with costs; and that the said plaintiff, Samuel M. Damon, recover against the said defendant one hundred and thirty-one dollars and twenty-five cents for his costs herein expended and have execution therefor.

And it is further ordered that this cause be, and the same is hereby, remanded to the said Supreme Court with directions to reverse the judgment of the circuit court and to remand the cause to that court with directions to grant a new trial.

April 25, 1904.

You, therefore, are hereby commanded

OF THE MULTITUDES

who have used it, or are now using it, we have never heard of any one who has been disappointed in it. No claims are made for it except those which are amply justified by experience. In commending it to the afflicted we simply point to its record. It has done great things, and it is certain to continue the excellent work. There is—we may honestly affirm—no medicine which can be used with greater and more reasonable faith and confidence. It nourishes and keeps up the strength during those periods when the appetite fails and food cannot be digested. To guard against imitations this "trade mark" is put on every bottle of



"Wampole's Preparation," and without it none is genuine. It is palatable as honey and contains the nutritive and curative properties of Pure Cod Liver Oil, extracted by us from fresh cod livers, combined with the Compound Syrup of Hypophosphites and the Extracts of Malt and Wild Cherry. Taken before meals it creates an appetite, aids digestion, renews vital power, drives out disease germs, makes the blood rich, red and full of constructive elements, and gives back to the pleasures and labors of the world many who had abandoned hope. Doctor S. H. McCoy, of Canada, says: "I testify with pleasure to its unlimited usefulness as a tissue builder."

Its curative powers can always be relied upon. It makes a new era in medicine, and is beneficial from the first dose. "You can trust it as the Ivy does the Oak." One bottle convinces. Avoid all unreliable imitations. Sold by chemists throughout the world.

that such execution and further proceedings be had in said cause, in conformity with the opinion and judgment of this Court, as according to right and justice, and the laws of the United States, ought to be had, the said writ of error notwithstanding.

Witness the Honorable MELVILLE W. FULLER, Chief Justice of the United States, the 5th day of July, in the year of our Lord one thousand nine hundred and four.

Costs of plaintiff
Clerk \$ 57.25
Printing Record 54.00
Attorney 20.00

JAMES H. McKENNEY,
Clerk of the Supreme Court of the United States.

DOESN'T TAKE ANY CONTAGIOUS CASES

Editor Advertiser: On June 28th an article likely to injure me with some people in my business appeared in the "Bulletin," stating that I intended to take contagious cases into my home to nurse.

The statement was untrue. I have no such intention. Furthermore my preferred work is surgical nursing, which in itself prevents nursing contagious cases and I believe it is against the law for contagious diseases to be cared for except at the hospital kept for that purpose.

Hoping in future that the members of the neighborhood instead of jumping to such harmful conclusions will make inquiries of me first and that this article may put their minds at rest, I remain, Respectfully,

E. Q. WARLAND.

1231 Matlock Ave., Honolulu, July 18th, 1904.

Auction Sale OF Lease of Brick Building

ON SATURDAY, JULY 23,

AT 12 O'CLOCK NOON,

At my salesroom, 857 Kaahumanu street, I will sell at public auction, the unexpired lease of property on Nuuanu street, a few doors above Pauahi street. Property has a frontage of 30½ feet on Nuuanu street and is over 50 feet deep.

There is a substantial brick building on the property containing 2 good stores now rented. The lease has about 33 years to run at a rental of \$40 per month for 12 years and \$45 per month for balance of term. This is a good income producing property and will well pay you to purchase.

JAS. F. MORGAN,
AUCTIONEER.

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STOMACH BITTERS

Don't Neglect

Your Stomach and Bowels. So much depend upon them. Your health, happiness, and even your life is controlled largely by these organs. It is therefore very important at the first symptom of the stomach becoming weak or the bowels constipated that you TAKE A FEW DOSES OF Hostetter's Stomach Bitters. It is the best Stomach and Bowel medicine in existence, and positively cures HEARTBURN, INDIGESTION, DYSPEPSIA, CONSTIPATION AND MALARIA. TRY IT.

HOSTETTER'S STOMACH BITTERS



Announcement of Auctions

THIS DAY

Auction Sale OF Furniture, Rugs

TUESDAY, JULY 19, 1904,

AT 10 O'CLOCK A. M.,

I will sell at my salesroom, 847 Kaahumanu street, on Tuesday, at 10 o'clock.

Pictures, Lamps, Crockery, Furniture and Wilton Rugs, Drugetts, Center Squares, Etc., Etc. GROCERIES AND RICE.

JAS. F. MORGAN,
AUCTIONEER.

Auction Sale

WEDNESDAY, JULY 20, 1904,

AT

The Oriental Bazaar

KING STREET, OPPOSITE WALL, NICHOLS CO.,

AT 10 O'CLOCK A. M.,

I am directed by the proprietors of The Oriental Bazaar to sell on the premises, King street, the balance of their stock of

Oriental Goods

Also very fine Show Cases, Fixtures, Fittings, Etc., Etc.

JAS. F. MORGAN,
AUCTIONEER.

Auction Sale

OF Hardware, etc.—NEW—Hardware, etc.

THURSDAY, JULY 21, 1904,

AT 10 O'CLOCK A. M.,

I will sell at my salesroom, 847 Kaahumanu street, on Thursday, July 21, at 10 o'clock.

New goods, New goods, consisting of Sewing Machines, Grass Hooks, Oil Stoves, Saucepans, Cane Knives, Mason Jars, Hatchets, Umbrella Stands, Enamel Ware, Patent Irons, Matting, Glass Pitchers, Geneva Lamps, Fancy Electric Light Shades, Floral Lamps, Water Decanters, Finger Bowls, Etc., Etc., Etc.

JAS. F. MORGAN,
AUCTIONEER.

AT AUCTION

FINE WOODEN COTTAGE

ON FRIDAY, JULY 22, 1904,

AT 12 O'CLOCK NOON,

On the premises, Liliha street, opposite School street, I will sell at public auction,

A good cottage containing parlor, 2 bedrooms, dining room, kitchen, bath, etc.

Building covered with iron. Building to be removed within 5 days from date of sale.

JAS. F. MORGAN,
AUCTIONEER.

Auction Sale

OF Groceries, Refrigerators, Show Cases, Counters, Fittings,

FRIDAY, JULY 22, 1904,

AT 10 O'CLOCK A. M.,

I will sell on the above date at the premises, 712 Fort street, stock of Groceries, Refrigerators, Showcases, Counter Scales, in fact all the appurtenances of a first class grocery store.

JAMES F. MORGAN,
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WITH ALL CONVENIENCES—Large lot, Good stabling, Near Electric Car Power House, on Beretania street. Rent, \$32.50 per month. Newly painted and papered throughout.

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Smoking Tobacco. 5c. and 10c. Packages.

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All kinds of HOME BAKING made from only the BEST MATERIALS.
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Importers and Dealers in Chinese Silks, Fine Mattings, Teas, Ebony Furniture, Bamboo Stools, Rattan Arm Chairs.
Grass Linens, and color, at very low prices.

HOME MADE CAKES, PIES, BUNS, ROLLS, AND BREAD. HOT MINCE PIES EVERY SATURDAY AT

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